

Agreement Number \_\_\_\_\_  
Cooperator Tax ID # \_\_\_\_\_

**Collection Agreement  
between  
USDA Forest Service,  
Region 10, Chugach National Forest  
And the  
(Permit Holders Name)**

This COLLECTION AGREEMENT is hereby entered into by and between the USDA Forest Service, Region 10, Chugach National Forest, hereinafter referred to as the Forest Service (FS), and the **Permit Holders NAME**, hereinafter referred to as the **Permit Holders NAME** under the provisions of the Section 5 of the Granger-They Act, 16 U.S.C. 572.

**A. PURPOSE: Explain what the parties wish to accomplish and include a statement that begins: The purpose of this Collection Agreement is to (purpose...)**

**B. FOREST SERVICE SHALL:**

**(Explain the work to be performed by the FS either force-account or procurement. The tasks should be listed as specific as possible.)**

1. Deposit all cash funds received under the terms of this Agreement to a Forest Service Cooperative Work Fund to be used for the purpose for which contributed, including related overhead expenses.
2. Upon receipt of payment from the holder, perform the Government Maintenance, Reconditioning, Revocation and Improvements (MRRI) projects listed in this agreement (Reference attached Granger-Thye Fee Offset Agreement).
3. Contributions authorized for use by the FS, which are not spent or obligated for project(s) approved under this instrument, will be refunded to the cooperator authorized for use for new projects by the cooperative.

**C. PERMIT HOLDERS NAME SHALL:**

**(Explain the unilateral actions or responsibilities of the contributor; for example if the funds are to be received by the Forest Service on an advance or reimbursement basis, where the funds should be sent and so forth...)**

1. Make advance payments, in accordance with the permit, in amounts sufficient to cover the total cost of performing the Government MRRI work listed in this agreement, including overhead as determined by the FS up to XX percent of project costs.
2. Pursuant to the Debt Collection Improvement Act of 1996, as amended by P.L. 104-134, furnish their tax identification number upon execution of this instrument. Cooperator also agrees that notice of the Forest

Service's intent to use such number for purposes of collecting and reporting on any delinquent amounts arising out of such person's relation ship with Government, has here by been given.

**D. IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES THAT:**

1. **TAXPAYER IDENTIFICATION NUMBER. (Mandatory)** The cooperator shall furnish their tax identification number upon execution of this instrument.
2. **FREEDOM OF INFORMATION ACT (FOIA). (Mandatory)** Any information furnished to the Forest Service under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).
3. **MODIFICATION. (Mandatory)** Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.  
  
The Forest Service is not obligated to fund any changes not properly approved in advance.
4. **REFUNDS. (Mandatory)** Contributions authorized for use by the Forest Service, which are not spent or obligated for the project(s) approved under this instrument, will be refunded to the cooperator or authorized for use for new projects by the cooperator and approved by the Forest Service.
5. **PROPERTY IMPROVEMENTS. (Mandatory)** Improvements placed on National Forest System land at the direction of either of the parties, shall thereupon become property of the United States, and shall be subject to the same regulations and administration of the Forest Service as other National Forest improvements of a similar nature. No part of this instrument shall entitle the cooperator to any share or interest in the project other than the right to use and enjoy the same under the existing regulations of the Forest Service.
6. **LEGAL AUTHORITY. (Mandatory)** The cooperator has the legal authority to enter into this instrument, and the institutional, managerial and financial capability (including funds sufficient to pay nonfederal share of project costs) to ensure proper planning, management, and completion of the project.
7. **PARTICIPATION IN SIMILAR ACTIVITIES. (Mandatory)** This instrument in no way restricts the Forest Service or the Cooperator(s) from participating in similar activities with other public or private agencies, organizations, and individuals.
8. **COMMENCEMENT/EXPIRATION DATE. (Mandatory)** The instrument is executed as of the date of the last signature and is effective through (Expiration date must be 5 years or less) at which time it will expire unless extended.

9. **TERMINATION. (Mandatory) (Check 1509.11, Chapter 72, there is more to this provision. Also, when refunds are required by statue, add the following sentence: Excess fund shall be refunded within 60 days after the effective period.)**

Any of the parties, in writing, may terminate the instrument in whole, or in part, at any time before the date of expiration.

Neither party shall incur any new obligations for the terminated portion of the instrument after the effective date and shall cancel as many obligations as possible. Full credit shall be allowed for each Party's expenses and all non-cancelable obligations properly incurred up to the effective date of termination.

<b>Forest Service Project Contact</b>	<b>Cooperator Project Contact</b>
Name:	Name:
Address:	Address:
Address 2:	Address 2:
State & Zip Code:	State & Zip Code:
Phone:	Phone:
FAX:	FAX:
E-Mail:	E-Mail:

<b>Forest Service Administrative Contact</b>	<b>Cooperator Administrative Contact</b>
Name:	Name:
Address:	Address:
Address 2:	Address 2:
State & Zip Code:	State & Zip Code:
Phone:	Phone:
FAX:	FAX:
E-Mail:	E-Mail:

**Choice ONE clause between number 11 and 12:**

**11. ADVANCE BILLING (1). (Mandatory) (Describe how the billings will be made, but always in a manner where deposits will be made by the cooperator prior to work being performed in any phase of the project. This is mandatory unless exempted under FSH 1509.11, section 33.22(c).)**

Bill the cooperator prior to commencement of work for deposits sufficient to cover the estimated costs (including overhead) for the specific payment period. Overhead will be assessed at the rate of %.

Billings shall be sent to:

Name:

Address:

State, Zip Code:

Area Code and Phone Number:

**12. REIMBURSABLE BILLING (2). (Mandatory) (Mandatory when a collection agreement is issued under the Cooperative Funds Act.)**

Bill the cooperator Enter **appropriate one: quarterly, semi-quarterly, or lump-sum**, for funds sufficient to cover the costs for the specific payment period. All reimbursement billing shall be completed within the same fiscal year as Forest Service expenditures. Insert one of the following statements on overhead charges: Overhead at the rate of **NUMBER** % will be assessed, or Overhead will not be assessed.

Billings shall be sent to:

Name:

Address:

State, Zip Code:

Area Code and Phone Number:

**Keep with either clause:**

If payment is not received by the date specified on the Form FS-6500-89, Bill of Collection, the Forest Service shall exercise its rights regarding the collection of debts owed the United States.

**If a payment bond is required, add the following sentence:**

This includes conditions specified in associated payment bonds guaranteeing such payments.

**13. PAYMENT BOND REQUIREMENT. (Mandatory) (Mandatory when the collection agreement is over \$25,000 or more in the form of reimbursable payments under the Cooperative Funds Act and the cooperator is other than a State or local government.)**

Cooperator shall furnish and maintain a payment bond acceptable to the Forest Service in the amount of \$ **AMOUNT** before any work commences under this agreement.

**14. ENDORSEMENT. (Mandatory)** Any cooperator contributions made under this instrument do not by direct reference or implication convey Forest Service endorsement of the cooperator's products or activities.

15. FOREST SERVICE LIABILITY. **(Mandatory)** The Forest Service shall not be liable to the depositor or landowner for any damage incident to the performance of this agreement.

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**Name of Signatory**  
**Name of Organization**

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**Date**

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**USDA, Forest Service**  
**Name**  
**Title**  
**Forest**

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**Date**

Forest Service Use:

Job Code: \_\_\_\_\_

**(Attach a financial plan as the final document incorporated into the agreement. The financial plan may be developed in different formats but, at a minimum, shall include a detailed break-down of total direct and indirect costs.)**